Exhibit “1”

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION

In re:	§	
RED FORK (USA) INVESTMENTS, INC.	§	**CASE NO. 18-70116**
EASTOK PIPELINE, LLC,	§	**CASE NO. 18-70117**
Jointly Administered Debtors.	§	**CHAPTER 11 (Jointly Administered Under CASE NO. 18-70116)**

INTERIM ORDER (I) AUTHORIZING THE USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, (II) GRANTING ADEQUATE PROTECTION PURSUANT TO 11 U.S.C. §§ 361, 362, 363 AND 507, (III) MODIFYING THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362, (IV) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(b), AND (V) GRANTING RELATED RELIEF

On August 7, 2018, Red Fork (USA) Investments, Inc. and EastOK Pipeline, LLC, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Cases"), filed an emergency motion [Docket No. ___] (the "Motion") seeking, *inter* *alia*, entry of this interim order (this "Interim Order") and a final order (a "Final Order" and, together with this Interim Order, collectively, the "Cash Collateral Orders") pursuant to sections 105, 361, 362, 363, and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the "Bankruptcy Code"), Rules 2002, 4001, and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "Bankruptcy Rules"), and the Local Rules for the Western District of Texas (the "Local Rules"):

i. authorizing the Debtors to use Cash Collateral (as hereinafter defined), subject to and in accordance with the terms and conditions set forth herein;

ii. providing adequate protection to the Prepetition Agent and Prepetition Lenders (as such terms are hereinafter defined) for any diminution in value of their interests in the Prepetition Collateral (as hereinafter defined), including the Cash Collateral;

iii. vacating and modifying the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of this Interim Order;

iv. scheduling a final hearing (the "Final Hearing") on the Motion no later than thirty (30) days after the Petition Date (as hereinafter defined), and approving the form and manner of notice of the Final Hearing as set forth herein; and

v. waiving any applicable stay of the effectiveness of this Interim Order and providing for the immediate effectiveness of this Interim Order.

The Court, having considered the Motion and having held a hearing to consider the interim relief requested in the Motion on August 10, 2018 (the "Interim Hearing"), and having considered the evidence presented or proffered and the statements and representations of the parties on the record at the Interim Hearing; due, proper and sufficient notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002 and 4001(b) and (d); and all objections, if any, to the entry of this Interim Order having been withdrawn, resolved or overruled by the Court; and it appearing to the Court that granting the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, is otherwise fair and reasonable and in the best interests of the Debtors, their estates, and their creditors and equity holders, and is essential for the continued operation of the Debtors' businesses; and after due deliberation and consideration, and good and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[1]

A. *Petition Date.* On August 7, 2018 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas (this "Court"), thereby commencing these Cases.

B. *Debtors in Possession.* The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. To date, no trustee or examiner has been appointed in these Cases.

C. *Jurisdiction and Venue.* This Court has jurisdiction over the Cases, this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion is a core proceeding under 28 U.S.C. § 157(b)(2). Venue of the Cases in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. *Statutory Committee.* As of the date hereof, the United States Trustee for the Western District of Texas (the "U.S. Trustee") has not appointed an official committee of unsecured creditors in these Cases (a "Creditors' Committee" and, together with any other statutory committee that may be appointed in these Cases, collectively, the "Statutory Committees" and, each, a "Statutory Committee").

[1] This Interim Order shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052.

E. *Notice*. On August [•], 2018, the Debtors served copies of the Motion and notice of the Interim Hearing to all creditors and parties in interest entitled to such notice in compliance with Bankruptcy Rules 2002, 4001, 9014, and the Local Rules, including: (i) the Office of the U.S. Trustee for this District; (ii) those parties listed as holding the thirty (30) largest unsecured claims against the Debtors' estates on a consolidated basis; (iii) the Prepetition Agent and its counsel; (iv) any other secured parties of record or parties that, to the Debtors' knowledge, may assert a security interest in property of the Debtors' estates; (v) the Internal Revenue Service; (vi) the Office of the United States Attorney for the Western District of Texas; and (vii) any party that has requested notice in these Cases pursuant to Bankruptcy Rule 2002. Under the circumstances, such notice of the Interim Hearing and the emergency relief requested in the Motion is due, proper, and sufficient notice and complies with Bankruptcy Rules 4001 and 9014 and the Local Rules, and no other or further notice of the Interim Hearing or the relief granted in this Interim Order is necessary or required.

F. *Debtors' Stipulations*. Without prejudice to the rights of parties in interest as set forth in Paragraph 24 herein, the Debtors, on their own behalf and on behalf of their bankruptcy estates, admit, stipulate, acknowledge and agree that (collectively, paragraphs F(i) through F(vi) below are referred to herein as the "Debtors' Stipulations"):

(i) *Prepetition Credit Facility.* Pursuant to that certain Amended and Restated Credit Agreement dated as of February 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, together with all exhibits thereto, the "Credit Agreement") among Red Fork (USA) Investments, Inc. ("Red Fork"), as borrower, the lenders from time to time party to the Credit Agreement (the "Prepetition Lenders"), and Guggenheim Corporate Funding, LLC, as administrative agent and collateral agent for the Prepetition Lenders (in such capacity, the "Prepetition Agent"), the Prepetition Lenders made certain loans and advances to Red Fork pursuant to and in accordance with the terms and conditions of the Credit Agreement (collectively, the "Loans"). Pursuant to that certain Subsidiary Guaranty Agreement, dated as of November 6, 2013 (as amended, restated or otherwise modified from time to time, the "Guaranty"), executed by Red Fork, EastOK Pipeline, LLC ("EastOK"), and Prairie Gas Gathering, LLC (collectively, the "Guarantors), the Guarantors unconditionally, absolutely and irrevocably guaranteed the payment and performance of all Secured Obligations (as such term is defined in the Credit Agreement) arising under the Credit Agreement and the other Indebtedness Documents (as hereinafter defined).[2]

(ii) *Prepetition Obligations.* As of the Petition Date, the Debtors were indebted to the Prepetition Agent and Prepetition Lenders under the Indebtedness Documents, without defense, counterclaim, offset, claim, or cause of action of any kind, in the aggregate amount of not less than $119,502,022.22, consisting of (a) unpaid principal in the amount of not less than $119,500,000.00, (b) accrued but unpaid interest (including prepetition default interest) in the amount of not less than $2,022.22, plus (c) all other fees, expenses, charges and other amounts due under the Credit Agreement and the other Indebtedness Documents (including, without limitation, attorneys' fees, consultant fees, and related expenses and disbursements that are chargeable or reimbursable under the Indebtedness Documents), and all other Obligations owing under the Indebtedness Documents as of the Petition Date (collectively, the "Prepetition Obligations").

(iii) *Prepetition Liens and Collateral.* To secure the Prepetition Obligations, without limitation, (a) Red Fork executed, for the benefit of the Prepetition Agent on behalf of

[2] Prairie Gas Gathering, LLC was dissolved in April 2017 and is not a debtor in these Cases.

the Prepetition Lenders: (1) that Mortgage, With Power of Sale, Fixture Filing, As-Extracted Collateral Filing, Security Agreement, Financing Statement and Assignment of Production made and entered into as of November 6, 2013, filed with the County Clerk of Kay County, Oklahoma on November 12, 2013; (2) that Mortgage, With Power of Sale, Fixture Filing, As-Extracted Collateral Filing, Security Agreement, Financing Statement and Assignment of Production made and entered into as of November 6, 2013, filed with the County Clerk of Noble County, Oklahoma on December 23, 2013; (3) that Mortgage, With Power of Sale, Fixture Filing, As-Extracted Collateral Filing, Security Agreement, Financing Statement and Assignment of Production made and entered into as of November 6, 2013, filed with the County Clerk of Pawnee County, Oklahoma on January 21, 2014; (4) that Mortgage, With Power of Sale, Fixture Filing, As-Extracted Collateral Filing, Security Agreement, Financing Statement and Assignment of Production made and entered into as of November 6, 2013, filed with the County Clerk of Payne County, Oklahoma on November 21, 2013; (5) that Mortgage, With Power of Sale, Fixture Filing, As-Extracted Collateral Filing, Security Agreement, Financing Statement and Assignment of Production made and entered into as of November 6, 2013, filed with the County Clerk of Wagoner County, Oklahoma on November 12, 2013; and (6) that Mortgage, With Power of Sale, Fixture Filing, As-Extracted Collateral Filing, Security Agreement, Financing Statement and Assignment of Production made and entered into as of November 6, 2013, filed with the County Clerk of Grant County, Oklahoma on November 14, 2013, (b) EastOK executed, for the benefit of the Prepetition Agent on behalf of the Prepetition Lenders: (1) that Mortgage, With Power of Sale, Fixture Filing, Security Agreement and Financing Statement made and entered into as of November 6, 2013, filed with the County Clerk of Kay County, Oklahoma on November 12, 2013; (2) that Mortgage, With Power of Sale, Fixture Filing, Security Agreement and Financing Statement made and entered into as of November 6, 2013, filed with the County Clerk of Noble County, Oklahoma on December 18, 2013; (3) that Mortgage, With Power of Sale, Fixture Filing, Security Agreement and Financing Statement made and entered into as of November 6, 2013, filed with the County Clerk of Pawnee County, Oklahoma on November 13, 2013; (4) that Mortgage, With Power of Sale, Fixture Filing, Security Agreement and Financing Statement made and entered into as of November 6, 2013, filed with the County Clerk of Payne County, Oklahoma on November 21, 2013; and (5) that Mortgage, With Power of Sale, Fixture Filing, Security Agreement and Financing Statement made and entered into as of November 6, 2013, filed with the County Clerk of Wagoner County, Oklahoma on November 12, 2013 (as each of the foregoing has been or may be amended, supplemented or restated from time to time, collectively, the "Mortgages"), and (c) Red Fork and EastOK executed, for the benefit of the Prepetition Agent on behalf of the Prepetition Lenders, that Security Agreement made and entered into as of November 6, 2013 (as has been or may be amended, supplemented or restated from time to time, the "Security Agreement" and, together with the Credit Agreement, Mortgages, Guaranty, and any other agreements, notes, mortgages, security agreements, pledges, guarantees, assignments and other documents executed in connection with the Credit Agreement and all subsequent modifications, forbearance agreements and amendments thereto, collectively, the "Indebtedness Documents"). Pursuant to the Mortgages and Security Agreement, the Debtors granted to Prepetition Agent, for and on behalf of the Prepetition Lenders, liens and security interests in and upon substantially all of the Debtors' existing and after-acquired assets, as more particularly set forth in the Mortgages and Security Agreement (the foregoing together with any and all other property of the Debtors pledged to secure the Prepetition Obligations, collectively, the "Prepetition Collateral"). The liens and security interests granted in the

Mortgages and Security Agreement, together with any other security interests, liens, mortgages, pledges, assignments and other interests in the Prepetition Collateral granted by the Debtors in favor of the Prepetition Agent under any other documents or agreements are referred to collectively herein as the "Prepetition Liens".

(iv) *Validity of Prepetition Obligations and Indebtedness Documents.* The Prepetition Obligations constitute legal, valid, binding, and non-avoidable obligations of the Debtors. No offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Obligations exist. No portion of the Prepetition Obligations or any payments made to the Prepetition Agent or applied to the Obligations owing under the Indebtedness Documents prior to the Petition Date is subject to any challenge or defense including, without limitation, set-off, avoidance, impairment, disallowance, disgorgement, recharacterization, reduction, subordination (whether equitable or otherwise), counterclaim, recoupment, or cross-claim, under or pursuant to the Bankruptcy Code or any other applicable non-bankruptcy law, by any person or entity. The Indebtedness Documents are valid and enforceable by the Prepetition Agent and Prepetition Lenders in accordance with their terms. As of the Petition Date, the Debtors and their estates have no claims, objections, challenges, causes of actions, and/or choses in action, including without limitation, avoidance claims under chapter 5 of the Bankruptcy Code, against the Prepetition Agent or any Prepetition Lender or any of their respective affiliates, agents, attorneys, advisors, professionals, officers, directors and employees, arising out of, based upon or related in any way to the Loans, any of the Indebtedness Documents (or the transactions contemplated thereunder), the Prepetition Obligations, or the Prepetition Liens.

(v) *Validity, Perfection and Priority of Prepetition Liens.* The Prepetition

Liens are (a) valid, binding, enforceable, non-avoidable and properly perfected liens on and security interests in the Prepetition Collateral, including Cash Collateral; (b) not subject to, pursuant to the Bankruptcy Code or any other applicable non-bankruptcy law, avoidance, disallowance, reduction, recharacterization, recovery, subordination (whether equitable or otherwise), impairment, or challenge of any kind by any person or entity; and (c) senior in priority over any and all other liens on the Prepetition Collateral, but subject and subordinate only to (1) the Adequate Protection Liens, and (2) any liens existing on the Prepetition Collateral as of the Petition Date, that are (x) expressly permitted to be senior to the Prepetition Liens under the Indebtedness Documents, and (y) valid, properly perfected, enforceable, and non-avoidable as of the Petition Date, and not subject to reduction, disallowance, disgorgement, counterclaim, surcharge, or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law (collectively, "Permitted Liens"). Each Debtor, for itself and on behalf of its estate, irrevocably waives any right to challenge or contest in any way the scope, extent, perfection, priority, validity, non-avoidability, and enforceability of the Prepetition Liens or the validity, enforceability, or priority of payment of the Prepetition Obligations and the Indebtedness Documents. The Prepetition Liens were granted to the Prepetition Agent, for the benefit of the Prepetition Lenders, for fair consideration and reasonably equivalent value, and were granted contemporaneously with the making of the Loans, commitments, and/or other financial accommodations under the Indebtedness Documents.

(vi) *Cash Collateral.* The Prepetition Collateral, together with all cash proceeds and revenues arising from the collection, lease, sale or other disposition, use or conversion thereof, constitutes and includes the Prepetition Lenders' "cash collateral" as that term is defined in section 363(a) of the Bankruptcy Code (collectively, the "Cash Collateral").

The Debtors represent that, subject to Permitted Liens (if any), all of the Debtors' cash, including the cash in the Debtors' deposit accounts, wherever located, whether as original collateral or proceeds of other Prepetition Collateral, constitutes the Cash Collateral of the Prepetition Agent and Prepetition Lenders. Subject to Permitted Liens (if any), the Debtors have no interest, directly or indirectly, in any cash that does not constitute Cash Collateral.

G. *Necessity of Relief Requested*. The Debtors require the immediate use of Cash Collateral to fund the Debtors' ordinary course business operations and administer and preserve the value of the Debtors' estates. Without such authorization for the continued use of Cash Collateral, the Debtors would be unable to pay postpetition operating expenses and obtain goods and services necessary to carry on their businesses in a manner that will avoid irreparable harm to the Debtors, their estates and their creditors. Therefore, the relief requested in the Motion is necessary, essential, and appropriate to prevent immediate and irreparable harm to the Debtors' estates and to allow the continued operation of the Debtors' businesses and the management and preservation of their property, including the Prepetition Collateral.

H. *Conditional Consent to Use of Cash Collateral*. The Debtors acknowledge and agree that substantially all of their assets are subject to the Prepetition Liens. The Prepetition Agent does not consent to the Debtors' use of the Prepetition Collateral, including Cash Collateral, except on the terms and conditions provided for in this Interim Order. The Prepetition Agent has stipulated and agreed to the Debtors' use of Cash Collateral during the term of, and conditioned on the entry of, this Interim Order, exclusively in accordance with the terms, condition and limitations set forth in this Interim Order and the budget attached hereto as **Exhibit 1** (the "Budget"). The Prepetition Agent does not consent to the Debtors' use of Cash Collateral except in accordance with the Budget and the terms and conditions set forth in this

Interim Order.

I. *Adequate Protection Required*. The Prepetition Agent and Prepetition Lenders are entitled to receive adequate protection to the extent of any diminution in the value of their interest in the Prepetition Collateral (including the Cash Collateral) resulting from the Debtors' use of Cash Collateral, the use, sale or lease of any Prepetition Collateral, the subordination of the Prepetition Liens to the Carve Out (as hereinafter defined), as described herein, and the imposition of the automatic stay (collectively the "Diminution in Value") pursuant to sections 361, 362 and 363 of the Bankruptcy Code. Pursuant to sections 361, 363, and 507(b), as adequate protection against any Diminution in Value, the Prepetition Agent, for and on behalf of the Prepetition Lenders, shall receive: (a) the Adequate Protection Liens, (b) the Adequate Protection Superpriority Claims, and (c) the Adequate Protection Payments, in each case as set forth herein.

J. *Sections 506(c) and 552(b)*. Upon entry of the Final Order, in light of the Prepetition Agent's and Prepetition Lenders' agreement to subordinate their Adequate Protection Liens and Adequate Protection Superpriority Claims to the Carve Out and to permit the use of their Cash Collateral for payments made in accordance with the terms of this Interim Order, the Prepetition Agent and Prepetition Lenders shall be entitled to (a) a waiver of any "equities of the case" claims under section 552(b) of the Bankruptcy Code and (b) a waiver of the provisions of section 506(c) of the Bankruptcy Code.

K. *Good Cause/Fair and Reasonable Terms*. Good cause has been shown for the entry of this Interim Order. Among other things, entry of this Interim Order will minimize disruption of the business and operations of the Debtors and permit the Debtors to maintain the going concern value of their businesses and assets during the pendency of these Cases. The use of Cash Collateral authorized hereunder is necessary, essential, and appropriate and is in the best interest of, and will benefit, the Debtors, their creditors, and the Debtors' bankruptcy estates as it will, among other things, provide the Debtors with the necessary liquidity to (i) continue operation of the Debtors' business, (ii) preserve and maximize the value of the Debtors' business and assets, and (iii) enhance the Debtors' prospects for a successful reorganization. The terms and conditions of the use of Cash Collateral and the security interests, liens, rights, and priorities granted to the Prepetition Agent and Prepetition Lenders hereunder are fair, just and appropriate under the circumstances, and are supported by reasonably equivalent value and fair consideration. Accordingly, good cause has been shown for the immediate entry of this Interim Order pursuant to Bankruptcy Rule 4001(b)(2).

L. *Good Faith*. The agreements and arrangements authorized in this Interim Order have been negotiated at arms' length with all parties represented by experienced counsel, and have been entered into in good faith, and are enforceable in accordance with their terms.

M. *Final Hearing*. At the Final Hearing, the Debtors will seek entry of a Final Order granting the relief requested in the Motion on a final basis. Notice of the Final Hearing will be provided in accordance with this Interim Order.

Based upon the foregoing, the Motion and the record made before the Court at the Interim Hearing, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. Motion Granted. The Motion is hereby granted on an interim basis as set forth herein. Any objections to the entry of this Interim Order that have not been previously resolved or withdrawn are hereby overruled on their merits.

2. Authorization to Use Cash Collateral. Subject to the terms and conditions of this Interim Order, the Debtors are authorized to use Cash Collateral solely for the purposes set forth

in the Budget, and only up to the respective aggregate amount of disbursements set forth in the Budget during the period (the "Interim Period") beginning on the Petition Date and ending on the Termination Date (as hereinafter defined), subject to the Permitted Variance (as hereinafter defined). The Debtors shall not use, sell, or expend, directly or indirectly, the Prepetition Collateral, including Cash Collateral, except pursuant to the Budget and upon the terms and conditions set forth in this Interim Order. The Prepetition Agent's consent to the Debtors' use of Cash Collateral as set forth herein shall not be deemed to be consent to any further or other use of the Prepetition Collateral or Cash Collateral.

3. Compliance With Budget. The Debtors' aggregate expenditures under the Budget shall be tested on both a monthly and a cumulative basis (*i.e.*, the sum of all actual amounts expended for the current month and all previous months in the Budget cannot exceed the sum of all budgeted disbursements for such monthly and cumulative period). On or prior to 4:00 p.m. prevailing Central time on September 4, 2018, the Debtors shall prepare and deliver to Prepetition Agent and its counsel, with a copy to counsel for any Statutory Committee, a written reconciliation (by line item and on a cumulative basis) of the actual collections and disbursements for the immediately preceding month with the projected collection and disbursements for such month set forth in the Budget (a "Budget Variance Report"). The Budget may be amended from time to time by written agreement between the Prepetition Agent and Debtors, with notice to any Statutory Committee, without further order of the Court; provided that the amended budget shall be filed with the Court and, if no objections are filed to such amended budget within three (3) business days, such amended budget shall become the Budget under this Interim Order.

4. Restrictions on Use of Cash Collateral.

(a) From and after the Petition Date, all proceeds of the Prepetition Collateral and/or Adequate Protection Collateral (as hereinafter defined), including, without limitation, all of the Debtors' existing or future cash and Cash Collateral, shall not, directly or indirectly, be used for any payments, expenses or disbursements of the Debtors except: (i) to fund the Debtors' postpetition operating expenses in accordance with the Budget (subject to the Permitted Variance); (ii) to pay the Adequate Protection Payments as set forth herein; (iii) for compensation and reimbursement of fees and expenses payable pursuant to sections 330 and 331 of the Bankruptcy Code and payable to attorneys, accountants, investment bankers, financial advisors, or other professional persons retained by the Debtors and permitted or awarded pursuant to a final, non-appealable order of this Court, in accordance with the Budget (which shall be payable strictly in accordance with the amounts set forth in the Budget and not subject to the Permitted Variance); *provided*, *however*, that the foregoing shall not be construed as consent to the allowance of any of the amounts referred to in the preceding clause (iii) and shall not affect the right of any party in interest to object to the allowance and payment of any such amounts; (iv) certain other costs and expenses of administration of the Cases that are expressly permitted under this Interim Order or other Order(s) entered by this Court, in each case in accordance with the Budget; and (v) as otherwise provided in the Budget.

(b) Except as set forth herein, the Prepetition Agent has not consented or agreed to the additional use of Prepetition Collateral or Adequate Protection Collateral.

(c) Notwithstanding anything to the contrary contained herein, no Cash Collateral (including amounts subject to the Carve Out) may be used, directly or indirectly, by any of the Debtors or any other person or entity to (i) object, contest, or raise any defense to the validity, perfection, priority, extent, or enforceability of the Prepetition Obligations and/or the

Indebtedness Documents, (ii) assert or prosecute any claims and defenses against the Prepetition Agent, any Prepetition Lender, or any of their respective predecessors-in-interest, agents, affiliates, representatives, attorneys, or advisors, (iii) prevent, hinder, or otherwise delay the Prepetition Agent's assertion, enforcement, or realization on the Prepetition Collateral, any obligations owed in connection with a Diminution in Value, or the Adequate Protection Liens, in accordance with this Interim Order, (iv) seek to modify any of the rights granted to the Prepetition Agent and Prepetition Lenders hereunder, (v) apply to any court for an order authorizing the use of the Prepetition Collateral or Cash Collateral except on terms consistent with this Interim Order and the Budget, or (vi) apply to the Court for authority to approve superpriority claims or grant liens in the Prepetition Collateral, the Adequate Protection Collateral, or any portion thereof that are senior to, or on parity with the Adequate Protection Liens, the Adequate Protection Superpriority Claims, or the Prepetition Liens, unless all obligations under the Indebtedness Documents and this Interim Order have been indefeasibly paid in full in cash.

5. Cash Management. The Debtors shall each open and maintain a debtor in possession operating account at [ ] (collectively, the "DIP Accounts") and close all other deposit accounts of the Debtors. The Debtors shall immediately segregate, remit and deposit all Cash Collateral in the Debtors' possession, custody or control, or which the Debtors may receive in the future, into the DIP Accounts. All Cash Collateral collected by the Debtors shall be immediately transferred by the Debtors to the DIP Accounts. The Debtors shall be prohibited from withdrawing or using funds from the DIP Accounts except as provided for in the Budget, this Interim Order, or pursuant to further order of the Court. The Prepetition Agent is holding, and shall continue to hold, $952,284.50 in proceeds of the Loans in a segregated

account owned and controlled by the Prepetition Agent (the "Retention Account"), which Loan proceeds shall be transferred to the DIP Accounts on a twice-monthly basis in accordance with the provisions of Paragraph 6 of this Interim Order. The Debtors shall at all times maintain a minimum aggregate balance of $150,000.00 in the Red Fork DIP Account as additional assurance for payment of obligations that may become due and payable by the Debtors to Trey Resources under and pursuant to that Services and Operating Agreement among the Debtors and Trey Resources.

6. Transfers to Fund the Budget. Upon entry of this Interim Order, and provided no Event of Default (as hereinafter defined) shall have occurred, the Debtors shall be authorized to request from Prepetition Agent a twice-monthly transfer, with such request to be delivered on the 10^{th} and 25^{th} days (or the first business day preceding such dates if such dates fall on a weekend) of each month during the term of this Interim Order, of funds from the Retention Account to the applicable DIP Account to fund the expenses set forth in the Budget that are estimated to be due and payable in the 15-day period following such transfer request (each, a "Funding Period"), in accordance with the Budget and the terms of this Interim Order. Such transfer requests by the Debtors shall be limited to: (a) in the case of the first transfer request of the applicable month, an amount not more than 100% of the aggregate expenses set forth in the Budget for such month (plus the Permitted Variance (to the extent applicable) and any amounts that are not subject to the Permitted Variance as provided in this Interim Order), and (b) in the case of the second transfer request of the applicable month, not more than 100% of the aggregate expenses set forth in the Budget for such month (plus the Permitted Variance (to the extent applicable) and any amounts that are not subject to the Permitted Variance as provided in this Interim Order) less the full amount of the first transfer request for such month. Upon entry of this Interim Order, and

provided no Event of Default shall have occurred and the Debtors shall have delivered a transfer request in compliance with this Paragraph 6 to the Prepetition Agent, the Prepetition Agent shall process such requested transfer from the Retention Account to the applicable DIP Account within 2 business days of the Prepetition Agent's receipt of such transfer request. On or before the 15th and 30th days of each month during the term of this Interim Order, the Debtors shall provide Prepetition Agent and its counsel, with a copy to counsel for any Statutory Committee, a report of the Debtors' actual expenditures for the immediately preceding Funding Period.

7. Term. Unless extended by written agreement of the Prepetition Agent and Debtors, the term of this Interim Order and the Interim Period shall expire, and the Debtors' authorization to use Cash Collateral shall cease, on the earliest to occur of the following (the "Termination Date"): (a) the date that is thirty (30) days after the Petition Date, if the Debtors have not obtained entry of a Final Order in form and substance acceptable to the Prepetition Agent on or before such date; (b) the occurrence of an Event of Default under this Interim Order; (c) the closing of a sale of all or substantially all assets of the Debtors; and (d) confirmation of a chapter 11 plan in these Cases.

8. Adequate Protection Liens.

(a) *Adequate Protection Liens.* Pursuant to sections 361 and 363 of the Bankruptcy Code, as adequate protection for and to the extent of any Diminution in Value of the interests of the Prepetition Agent and Prepetition Lenders in the Prepetition Collateral, including Cash Collateral, the Prepetition Agent is hereby granted, for and on behalf of the Prepetition Lenders, additional and replacement, continuing, valid, binding, enforceable, non-avoidable, automatically perfected postpetition security interests in and liens (the "Adequate Protection Liens") on any and all tangible and intangible prepetition and postpetition property in which the

Debtors have an interest, whether existing on or as of the Petition Date or thereafter acquired, together with any proceeds thereof, including without limitation, any and all cash, accounts, accounts receivable, inventory, goods, general intangibles, payment intangibles, letters of credit, letters-of-credit rights, supporting obligations, contracts, securities, chattel paper, owned real estate, real property leaseholds, mineral interests, fixtures, machinery, equipment, vehicles, deposit accounts, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, capital stock of the subsidiaries of the Debtors, the proceeds of all of the foregoing and the proceeds of any claims and causes of action of the Debtors, including (subject to the entry of the Final Order) the proceeds of claims and causes of action of the Debtors (but not the actual claims and causes of action, if any) arising under sections 544, 545, 547, 548, 549 and 550 of the Bankruptcy Code (collectively, the "Avoidance Actions"); provided that the Adequate Protection Liens shall not attach to any assets upon which security may not be lawfully granted or, pending the entry of the Final Order, proceeds of Avoidance Actions (the foregoing, collectively, the "Adequate Protection Collateral").

(b) *Priority of Adequate Protection Liens.*

i. The Adequate Protection Liens shall be subject and subordinate only to (A) the Carve Out, and (B) Permitted Liens. The Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on, or claims against any of the Adequate Protection Collateral.

ii. The Adequate Protection Liens shall be enforceable against and binding upon the Debtors, their estates and any successors thereto, including without limitation, any trustee or other estate representative appointed in the Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Cases, or in any other proceedings superseding or related to any of the foregoing (collectively, "Successor Cases"). Except as provided herein (or upon the prior written consent of the Prepetition Agent), the Adequate Protection Liens shall not be made subject to or *pari passu* with any lien or security interest by any court order heretofore or hereafter entered in the Cases or any Successor Cases, and the Adequate Protection Liens shall be valid and enforceable against any trustee appointed in any of the Cases or any Successor Cases, or upon the dismissal of any of the Cases or Successor Cases. The Adequate Protection Liens shall not be subject to sections 506(c) (effective upon entry of the Final Order), 510, 549, or 550 of the Bankruptcy Code. No lien or interest avoided and preserved for the benefit of any estate pursuant to section 551 of the Bankruptcy Code shall be made *pari passu* with or senior to the Adequate Protection Liens.

iii. Subject to entry of the Final Order and to the extent provided for therein, any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other Adequate Protection Collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the granting of Adequate Protection Liens on such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor in favor of the Prepetition Agent in accordance with the terms of this Interim Order.

9. Adequate Protection Superpriority Claims.

(a) *Adequate Protection Superpriority Claim.* As further adequate protection for and to the extent of any Diminution in Value of the interests of the Prepetition Agent and Prepetition Lenders in the Prepetition Collateral, including Cash Collateral, the Prepetition Agent is hereby granted, for and on behalf of the Prepetition Lenders, as and to the extent provided by sections 503(b) and 507 of the Bankruptcy Code, an allowed superpriority administrative expense claim against the Debtors (jointly and severally) in each of the Debtors' Cases and any Successor Cases (the "Adequate Protection Superpriority Claims").

(b) *Priority of Adequate Protection Superpriority Claims.* The Adequate Protection Superpriority Claims shall be junior only to the Carve Out. Except for the Carve Out, the Adequate Protection Superpriority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 and 1114 of the Bankruptcy Code.

10. Adequate Protection Payments. As additional adequate protection, the Debtors are authorized and directed to pay the Prepetition Agent's and Prepetition Lenders' reasonable and documented fees, costs and expenses incurred in connection with the Cases (including, without limitation, the fees and expenses of Haynes and Boone, LLP as counsel for the Prepetition Agent) (the "Adequate Protection Payments"). The amounts to be paid pursuant to this Paragraph 10 shall be paid regardless of whether such amounts accrued prior to the Petition Date (if any such amounts have accrued and are unpaid) or after the Petition Date, whether or not such amounts are included in the Budget (and the Budget shall be adjusted accordingly), and shall be paid without further motion, fee application, or order of the Court; provided, however, that the Prepetition Agent (through its counsel) shall submit invoices for such unpaid fees, costs and expenses for review by the Debtors, the U.S. Trustee and any Statutory Committee (collectively, the "Review Parties"). The Review Parties shall have ten (10) days to review such invoices and raise objections (if any) with respect thereto. If no objections to the invoices are raised by the Review Parties within such ten (10) day review period, the Debtors shall promptly pay such invoices in full in accordance with this Paragraph 10. In the event any of the Review Parties objects to any portion of the invoices within the ten (10) day review period, such objections shall be resolved by the Court if they cannot be resolved consensually among the parties; *provided, however*, that pending the resolution of any objections, the Debtors shall pay all portions of such invoices not subject to objection.

11. Further Adequate Protection.

(a) Nothing in this Interim Order waives any rights of the Prepetition Agent to request at any time that the Court provide additional or further protection of the Prepetition Agent's and/or Prepetition Lenders' interests in the Prepetition Collateral (including Cash Collateral), or to seek further or additional adequate protection in the event the adequate protection provided herein proves to be inadequate, and the ability of the Debtors or any other party in interest to oppose any such relief.

(b) Subject to the Carve Out, the Adequate Protection Liens shall not be (i) subject or junior to any lien that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, or (ii) subordinated to or made *pari passu* with any other lien, whether under section 364(d) of the Bankruptcy Code or otherwise. No claim or lien having a priority superior to or *pari passu* with those granted by this Interim Order with respect to the Adequate Protection Liens and the Adequate Protection Superpriority Claims shall be granted or allowed until the indefeasible payment in full in cash and satisfaction in the manner provided in this Interim Order of all Prepetition Obligations and any obligations under this Interim Order.

12. Postpetition Interest on Prepetition Indebtedness. Without prejudice to the rights of the Prepetition Agent and Prepetition Lenders under section 506(b) of the Bankruptcy Code, the Debtors will not be required to pay current interest on the outstanding balance of the Prepetition Obligations during the Interim Period. The Prepetition Agent and Prepetition Lenders reserve all rights under section 506(b) of the Bankruptcy Code to assert, and expressly does not waive or limit, claims for postpetition interest, fees and all other amounts due under the Indebtedness Documents.

13. Modification of Automatic Stay. The automatic stay under Bankruptcy Code section 362(a) is hereby modified as necessary to effectuate all of the terms and provisions of

this Interim Order, including, without limitation, to: (a) permit the Debtors to grant the Adequate Protection Liens and Adequate Protection Superpriority Claims; (b) permit the Debtors to perform such acts as the Prepetition Agent may request to assure the perfection and priority of the liens granted herein; (c) permit the Debtors to incur all liabilities and obligations to the Prepetition Agent and Prepetition Lenders under this Interim Order; (d) authorize the Debtors to pay, and the Prepetition Agent to retain and apply, any payments made in accordance with the terms of this Interim Order; and (e) permit the Prepetition Agent, upon the occurrence of a Termination Date, all rights and remedies provided for hereunder, and to take any or all of the following actions without further order of or application to this Court: (i) terminate the Debtors' use of Cash Collateral; (ii) declare any obligations owed on account of a Diminution in Value owed to the Prepetition Agent and Prepetition Lenders to be immediately due and payable; (iii) setoff and apply immediately any and all amounts in accounts maintained by the Debtors with the Prepetition Agent against any obligations owed on account of a Diminution in Value owed to the Prepetition Agent and Prepetition Lenders; and (iv) take any other actions or exercise any other rights or remedies permitted under this Interim Order.

14. Perfection of Adequate Protection Liens. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the Adequate Protection Liens without the necessity of filing or recording any financing statement or other instrument or document which may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable non-bankruptcy law) the Adequate Protection Liens, or to entitle the Prepetition Agent to the priorities granted herein. Notwithstanding the foregoing, the Prepetition Agent is authorized to file, as it deems

necessary in its sole discretion, such financing statements, mortgages, notices of liens and other similar documents to perfect in accordance with applicable non-bankruptcy law or to otherwise evidence the applicable Adequate Protection Liens, and all such financing statements, mortgages, notices and other documents shall be deemed to have been filed or recorded as of the Petition Date; provided, however, that no such filing or recordation shall be necessary or required in order to create or perfect the Adequate Protection Liens. The Debtors are authorized and directed to execute and deliver, promptly upon demand, to the Prepetition Agent all such financing statements, mortgages, notices and other documents as the Prepetition Agent may reasonably request. The Prepetition Agent, in its sole discretion, may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien or similar instrument.

15. Debtors' Obligations. The Debtors shall:

(a) use Cash Collateral in accordance with the terms of this Interim Order;

(b) deliver a Budget Variance Report, including a qualitative explanation for any material variance, to the Prepetition Agent no later than 4:00 p.m. (Central Time) on Tuesday of each week during the Interim Period; and

(c) promptly provide the Prepetition Agent with (i) periodic updates regarding a sale process, including copies of any bids or letters of intent received by the Debtors in connection therewith (provided that the foregoing may be provided subject to and limited in all respects by any applicable confidentiality arrangements), and (ii) any other information reasonably requested by the Prepetition Agent related to the Prepetition Collateral, Adequate Protection Collateral, or these Cases.

16. Access. Prepetition Agent and its agents shall have access upon reasonable notice during normal business hours to the Debtors and the Debtors' business premises and to the Adequate Protection Collateral and to review, appraise, and evaluate the physical condition of the Adequate Protection Collateral and to inspect the financial records and all other records of the Debtors relating to the operations of the Debtors. The Debtors shall fully cooperate with the Prepetition Agent regarding such review, evaluations, and inspections, and shall make their employees and professionals reasonably available to the Prepetition Agent and its professionals and consultants to conduct such reviews, evaluation, and inspections.

17. Asset Disposition Program. As additional adequate protection, the Debtors shall effectuate an asset disposition program in accordance with the terms and conditions set forth below (the "Asset Disposition Program"):

(a) *Sale and Sale Procedures Motion.* Within the earlier of five (5) business days after the Debtors' engagement of an investment banker (on terms and conditions acceptable to the Prepetition Agent) in these Cases or ten (10) days after the entry of this Interim Order, the Debtors shall file a motion seeking this Court's approval of: (i) sale procedures satisfactory to the Prepetition Agent with respect to the sale of all or substantially all of the Debtors' assets (the "Sale Procedures"), and (ii) the sale of all or substantially all of the Debtors' assets (including the assumption and assignment of related executory contracts and/or unexpired leases as applicable) on terms satisfactory to the Prepetition Agent and otherwise pursuant to the Sale Procedures (the "Sale").

(b) *Sale Procedures Order.* The Debtors shall request that, the Court's docket permitting, the Court schedule a hearing to consider approval of the Sale Procedures on September 7, 2018, and, in any event, not later than twenty-four (24) days after the Debtors file the motion requesting approval of the Sale Procedures, the Debtors shall have obtained entry of an order by this Court, in form and substance acceptable to the Prepetition Agent, approving the Sale Procedures.

(c) *Sale Order*. Not later than ninety (90) days after the Petition Date, the Debtors shall have obtained entry of an order by this Court, in form and substance acceptable to the Prepetition Agent, approving the Sale (the "Sale Order").

(d) *Sale Closing*. Not later than one-hundred twenty (120) days after the Petition Date, the Debtors shall consummate and close the sale of all or substantially all of the Debtors' assets (including the assumption and assignment of related executory contracts and/or unexpired leases as applicable) in accordance with the Sale Procedures and Sale Order.

(e) *Other Benchmarks*. Other benchmarks shall be agreed upon by the Prepetition Agent and the Debtors in the Sale Procedures (including opening of a data room, completion of due diligence, receipt of formal bids, approval of qualified bidders, and an auction date), and such benchmarks shall be part of the Asset Disposition Program as if set forth in this Final Order.

(f) *Modification of Asset Disposition Program Deadlines*. The dates and deadlines in this Asset Disposition Program may be extended from time to time by written agreement between the Prepetition Agent, Debtors, and any Statutory Committee without further order of the Court, provided that the amended dates and deadlines shall be filed with the Court and, if no objections are filed to such amendments within three (3) business days, such amendments shall become binding as part of the Asset Disposition Program under this Interim Order.

18. Disposition of Collateral. The Debtors shall not sell, transfer, lease, encumber or

otherwise dispose of any portion of the Prepetition Collateral and/or Adequate Protection Collateral outside of the ordinary course of business without the prior written consent of the Prepetition Agent; provided that the Debtors are permitted to sell, transfer, convey, assign or otherwise dispose of any Prepetition Collateral in the ordinary course of business or as further ordered by the Court. In the event of any casualty, condemnation, or similar event with respect to property that constitutes the Prepetition Collateral and/or Adequate Protection Collateral, the Debtors are authorized and directed to pay to the Prepetition Agent one hundred percent (100%) of the net amount of any insurance proceeds, condemnation award, or similar payment on the first business day following receipt of payment by the Debtors.

19. Events of Default. Each of the following shall, unless waived in writing by the Prepetition Agent, constitute an event of default ("Event of Default") under this Interim Order:

(a) any Debtor shall attempt to vacate or modify this Interim Order over the objection of the Prepetition Agent;

(b) entry of any order reversing, amending, supplementing, staying, vacating or otherwise modifying this Interim Order without the prior written consent of the Prepetition Agent;

(c) this Interim Order or the Final Order ceases, for any reason (other than by reason of the express written agreement by the Prepetition Agent), to be in full force and effect, or any Debtor so asserts in writing, or the Adequate Protection Liens or Adequate Protection Superpriority Claims created by this Interim Order or Final Order cease to be enforceable and of the same effect and priority purported to be created hereby or any Debtor so asserts in writing;

(d) any Debtor shall institute any proceeding or investigation, or support same by any other person, challenging the status and/or validity of the Prepetition Obligations or Prepetition Liens;

(e) the Debtors' failure to market and sell or otherwise dispose of its assets in accordance with the terms, conditions, and deadlines of the Asset Disposition Program as set forth herein;

(f) the date an application is filed or supported by any Debtor seeking relief from or modifying the automatic stay of section 362 of the Bankruptcy

Code (i) to allow any creditor to execute upon or enforce a lien on or security interest in any Collateral, or (ii) with respect to any lien of or the granting of any lien on any Collateral to any state or local environmental or regulatory agency or authority;

(g) the amount of Debtors' actual expenditures exceed the approved expenditures (excluding only the amounts set forth in the Budget for payment of the allowed fees and expenses of the Debtors' noticing agent and the fees and expenses payable and reimbursable to the Prepetition Agent's and Prepetition Lenders' professional as provided herein), as set forth in the Budget, on a cumulative basis for the current and all prior months, by more than 15% (the "Permitted Variance") provided, however, that the Debtors' payment of the fees and expenses of Case Professionals (as hereinafter defined, but, for purposes of this section only, excluding the Debtors' noticing agent) in accordance with this Interim Order shall not exceed the amounts set forth in the Budget for payment of Case Professionals and shall not be subject to the Permitted Variance;

(h) the Debtors file any (a) motion to use Cash Collateral on a non-consensual basis, (b) motion to sell any portion of the Debtors' assets outside the ordinary course of business without the prior written consent of the Prepetition Agent, or (c) plan of reorganization or liquidation or disclosure statement, or any amendment to such plan or disclosure statement, in each case without the prior written consent of the Prepetition Agent;

(i) the entry of an order, without the prior written consent of the Prepetition Agent, (a) converting any of these Cases to a case under chapter 7 of the Bankruptcy Code; (ii) dismissing any of these Cases; (iii) appointing a trustee or examiner with expanded powers (powers beyond those set forth in sections 1106(a)(3) and (4)) in these Cases; or (iv) granting relief from the automatic stay to any creditor (other than the Prepetition Lenders) holding or asserting a lien or asserting a reclamation claim with respect to any Adequate Protection Collateral;

(j) any Debtor seeks to obtain credit or incur indebtedness that is (a) secured by a security interest, mortgage or other lien on all or any portion of the Prepetition Collateral and/or Adequate Protection Collateral which is equal or senior to any security interest, mortgage or other lien of the Prepetition Agent, or (b) entitled to priority administrative status which is equal or senior to that granted to the Prepetition Agent;

(k) the use of any Cash Collateral for any purpose other than those set forth in the Budget;

(l) the Debtors' failure to pay any amount due under this Interim Order as provided herein; and

(m) the Debtors' failure to comply with any provision, term, covenant or representation of this Interim Order.

20. Effect of Event of Default. Upon the occurrence of an Event of Default, the Prepetition Agent may deliver written notice of the occurrence of such Event of Default to counsel for the Debtors, counsel for any Statutory Committee, and the office of the U.S. Trustee. Upon the expiration of three (3) business days' following the Prepetition Agent's delivery of written notice of the occurrence of an Event of Default as provided in this Paragraph 20 (the "Notice Period"), the Debtors shall immediately cease using Cash Collateral; provided, however, that during the Notice Period the Debtors and any Statutory Committee shall have the right to seek an emergency hearing before the Court for the sole purpose of contesting whether an Event of Default has occurred. **Upon the expiration of such three (3) business day period, unless (a) the Court has determined that an Event of Default has not occurred, or (b) the Court sets an expedited hearing for such determination within such period but the date of the hearing is scheduled to occur after such period based on the Court's docket, the automatic stay shall be lifted without further order of this Court to allow the Prepetition Agent and Prepetition Lenders to exercise any and all remedies customary for secured lenders, including set-off and foreclosure, with respect to the Prepetition Collateral and Adequate Protection Collateral, subject to the Carve Out. During the pendency of any such Notice Period, the Debtors shall not use Cash Collateral other than to pay those expenses set forth in the Budget for such period that are essential to the operations of the Debtors' business during the Notice Period.**

21. Carve Out.

(a) *Carve Out.* For purposes of this Order, the "Carve Out" shall mean the sum of (i) fees and expenses required to be paid to the Clerk of the Court and to the U.S. Trustee pursuant to 31 U.S.C. §3717 and 28 U.S.C. §1930, (ii) to the extent allowed by final, non-appealable order of this Court, all unpaid fees and expenses incurred in accordance with the Budget by persons or firms retained by the Debtors and any Statutory Committee (collectively, the "Case Professionals") at any time before the delivery of a Carve Out Trigger Notice (as hereinafter defined), whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice, and (iii) after the Termination Date and the Prepetition Agent has delivered notice to the Debtors to the effect that the application of the Carve Out has occurred (a "Carve Out Trigger Notice"), the payment of unpaid professional fees and disbursements, solely to the extent allowed by final, non-appealable order of this Court, incurred by the Case Professionals in an aggregate amount not to exceed $50,000 for the Debtors (together with the fees referenced in (ii) above, the "Case Professional Carve Out"). The Carve Out amount shall be reduced dollar for dollar by the amount of any retainer balance held by the Case Professionals. No payment of any Carve Out amount shall reduce any Prepetition Obligations.

(b) *No Direct Obligation to Pay Case Professional Fees.* The Prepetition Agent and Prepetition Lenders shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any Case Professionals incurred in connection with the Cases or any Successor Cases. Nothing in this Interim Order or otherwise shall be construed (i) to obligate the Prepetition Agent or Prepetition Lenders, in any way to pay compensation to or to reimburse expenses of any Case Professional, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement, (ii) to increase the Carve Out, (iii) as consent to the allowance of any professional fees or expenses, or (iv) to affect the right of the Prepetition Agent to object to the allowance and payment of such fees and expenses.

22. Limitations on the Use of Cash Collateral and the Case Professionals Carve-Out. No portion of the Cash Collateral or the Case Professionals Carve Out may be used to:

(a) litigate, object to, contest or challenge in any manner or raise any defenses to the debt or collateral position of the Prepetition Agent and Prepetition Lenders under the Indebtedness Documents, whether by challenging the validity, extent, amount, perfection, priority or enforceability of the Prepetition Obligations under the Indebtedness Documents or the validity, perfection or priority of any mortgage, security interest or lien with respect thereto, whether granted prepetition or post-petition, or any other rights or interests or replacement liens with respect thereto or any other rights or interests of the Prepetition Agent or Prepetition Lenders, or by seeking to subordinate or recharacterize the Prepetition Obligations or to disallow or avoid any claim, mortgage, security interest, lien, or replacement lien or by asserting any claims or causes of action, including, without limitation, any actions under Chapter 5 of the Bankruptcy Code, against the Prepetition Agent or Prepetition Lenders, or any of their respective affiliates, attorneys, advisors, professionals, officers, directors, agents or employees; or

(b) initiate or prosecute any claims, causes of action, adversary proceedings or other litigation which seeks any order, judgment, determination or similar relief with respect to claims against the Prepetition Agent or Prepetition Lenders. In addition, neither the Carve Out nor any Cash Collateral shall be used in connection with (i) preventing, hindering or delaying the Prepetition Agent's (A) enforcement of remedies under this Interim Order once a Termination Date has occurred and is continuing, except to contest that a Termination Date has occurred or (B) enforcement or realization on the Prepetition Collateral in accordance with the Indebtedness Documents and Paragraph 20 of this Interim Order (which prohibitions shall not apply to any opposition or challenge by the Debtors with respect to whether or not the Debtors are in default of any Adequate Protection Payments), (ii) selling or otherwise disposing of the Prepetition Collateral and/or Adequate Protection Collateral outside of the ordinary course of business without the prior written consent of the Prepetition Agent, (iii) using or seeking to use any insurance proceeds related to the Prepetition Collateral and/or Adequate Protection Collateral without the prior written consent of the Prepetition Agent, or (iv) incurring indebtedness other than as permitted in this Interim Order.

Notwithstanding the foregoing, up to a maximum aggregate amount of $10,000 of Cash Collateral and/or the Carve Out may be used to pay the allowed fees and expenses of a Statutory Committee (if one is appointed) incurred in connection with investigating the validity, enforceability, perfection or priority of the Prepetition Liens, subject to the Challenge Period (as hereinafter defined).

23. Release. Subject only to the Challenge Period (as hereinafter defined), **the Debtors hereby release, acquit, and forever discharge the Prepetition Agent, Prepetition Lenders, and their affiliates and each of their respective predecessors, successors, assigns, subsidiaries, managed accounts and funds, directors, officers, principals, partners, members, managers, controlling persons, employees, representatives, agents, attorneys, financial advisors, consultants and other professionals, in each case solely in their capacity as such, (collectively, the "Released Parties") from any and all claims, counterclaims, demands, controversies, costs, contracts, debts, sums of money, accounts, reckonings, bonds, bills, damages, obligations, liabilities, objections, actions, and causes of action of any nature, type or description, whether at law or equity, by common law or statute, in contract, for, or otherwise, known or unknown, asserted or unasserted, or suspected or unsuspected, other than claims arising from the gross negligence or willful misconduct of**

the Released Parties, that the Debtors ever had or now have against any of the Released Parties that may have arisen at any time on or prior to the date of this Interim Order (collectively, the "Released Claims").

24. Reservation of Certain Third Party Rights and Bar of Challenges and Claims. The Debtors' Stipulations in Paragraph F(i) through F(vi) above and the releases provided for in Paragraph 23 above shall be binding upon (a) the Debtors (but not the Debtors' estates) immediately upon entry of this Interim Order, and (b) all other parties in interest, including any Statutory Committee appointed in these Cases, unless: (i) a party in interest (including any Statutory Committee appointed in these Cases) has commenced, as appropriate, a contested matter or adversary proceeding (x) challenging the amount, validity, allowability, priority, or secured status of the Prepetition Obligations, (y) challenging the validity, extent, priority or perfection of the Prepetition Liens, or (z) otherwise asserting any claims or causes of action against the Prepetition Agent and/or Prepetition Lenders on behalf of the Debtors' estates (any of the foregoing, a "Challenge"), within sixty (60) days after the entry of this Interim Order (the "Challenge Period"); and (ii) the Court rules in favor of the plaintiff in any such timely filed adversary proceeding or contested matter and such ruling becomes a final, non-appealable order. Upon the expiration of the Challenge Period, if no timely Challenge has been filed (or if any such Challenge is timely filed but is overruled by the Court): (a) any and all such Challenges by any party (including, without limitation, any Statutory Committee, any chapter 11 trustee, and/or any examiner or other estate representative appointed in these Cases, and any chapter 7 trustee and/or examiner or other estate representative appointed in any Successor Case), shall be deemed to be forever waived, released and barred, (b) all of the Debtors' Stipulations, waivers, releases, affirmations and other stipulations as to the priority, extent, and validity as to the Prepetition

Agent's and Prepetition Lenders' claims, liens, and interests shall be of full force and effect and forever binding upon the Debtors, the Debtors' bankruptcy estates and all creditors, interest holders, and other parties in interest in these Cases and any Successor Cases, and (c) the claims of the Prepetition Agent and Prepetition Lenders shall be deemed to be allowed secured claims under section 506 of the Bankruptcy Code, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent Successor Case, including any chapter 7 case. To the extent that a Challenge is timely filed but does not expressly challenge all of the Debtor's Stipulations or releases, all of the unchallenged Debtors' Stipulations and releases shall be of full force and effect and forever binding and preclusive upon all creditors, interest holders, and other parties in interest, notwithstanding such timely filed Challenge.

25. No Third Party Rights. Except as explicitly provided for herein, this Interim Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, or incidental beneficiary.

26. Right to Credit Bid. In any sale or sale process approved by this Court which includes the Prepetition Collateral or Adequate Protection Collateral (whether pursuant to section 363 of the Bankruptcy Code, a plan of reorganization or otherwise), the Prepetition Agent shall have the right to credit bid, and the Debtors shall not object to the Prepetition Agent's right to credit bid; provided that, subject to the expiration of the Challenge Period, the foregoing shall not preclude any other party in interest from objecting to the Prepetition Agent's right to credit bid.

27. Section 506(c) Claims. Upon entry of the Final Order, no costs or expenses of administration which have been or may be incurred in the Cases, any Successor Cases, or any

future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, at any time shall be charged against the Prepetition Agent, the Prepetition Lenders, or any of their respective claims or the Prepetition Collateral and/or Adequate Protection Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code, or otherwise, without the prior written consent of the Prepetition Agent, and no such consent shall be implied from any other action, inaction, or acquiescence by the Prepetition Agent.

28. No Marshaling/Applications of Proceeds. The Debtors shall not seek to subject the Prepetition Agent or the Prepetition Lenders to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Prepetition Collateral and/or Adequate Protection Collateral.

29. Section 552(b). Upon entry of the Final Order, the Prepetition Agent and the Prepetition Lenders shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Prepetition Agent or the Prepetition Lenders with respect to proceeds, product, offspring or profits of any of the Prepetition Collateral.

30. Rights Preserved. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the Prepetition Agent's and the Prepetition Lenders' right to seek any other or supplemental relief in respect of any Debtor, including the right to seek different or additional adequate protection; (b) any of the rights of the Prepetition Agent and the Prepetition Lenders under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii)

request dismissal of any of the Cases or Successor Cases, conversion of any of the Cases to cases under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a chapter 11 plan or plans; or (c) the rights of the Debtors to seek to continue using Cash Collateral without the consent of the Prepetition Agent and the Prepetition Lenders, subject to all rights of the Prepetition Agent and the Prepetition Lenders to contest the same.

31. Section 507(b) Reservation. Nothing herein shall impair or modify the application of section 507(b) of the Bankruptcy Code in the event that the adequate protection provided to the Prepetition Agent and the Prepetition Lenders hereunder is insufficient to compensate for any Diminution in Value of its interests in the Prepetition Collateral during the Cases or any Successor Cases. Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by the Prepetition Agent or the Prepetition Lenders, that the adequate protection granted herein does in fact adequately protect the Prepetition Agent and the Prepetition Lenders against any Diminution in Value of their interests in the Prepetition Collateral (including Cash Collateral).

32. No Waiver by Failure to Seek Relief. The failure of the Prepetition Agent or the Prepetition Lenders to seek relief or otherwise exercise rights and remedies under this Interim Order, the Indebtedness Documents, or applicable law, as the case may be, shall not constitute a waiver of any of their rights hereunder, thereunder, or otherwise.

33. Proofs of Claim. Notwithstanding anything to the contrary in any other order of this Court, the Prepetition Agent and the Prepetition Lenders will not be required to file proofs of claim in any of the Cases or Successor Cases, and the Debtors' Stipulations in Paragraph F herein shall be deemed to constitute a timely filed proof of claim. Any order entered by the

Court in relation to the establishment of a bar date for any claim (including without limitation administrative claims) in any of the Cases or Successor Cases shall not apply to the Prepetition Agent and the Prepetition Lenders with respect to the Prepetition Obligations.

34. Good Faith. The Debtors, the Prepetition Agent, and the Prepetition Lenders have acted in good faith in connection with this Interim Order and their reliance on this Interim Order is in good faith.

35. Binding Effect of Interim Order. Immediately upon entry by this Court (notwithstanding any applicable law or rule to the contrary), the terms and provisions of this Interim Order shall become valid and binding upon and inure to the benefit of the Debtors, the Prepetition Agent, the Prepetition Lenders, all other creditors of any of the Debtors, any Statutory Committee appointed in the Cases, and all other parties in interest and their respective successors and assigns, including any trustee or other fiduciary hereafter appointed in any of the Cases, any Successor Cases, or upon dismissal of any Case or Successor Case. Any payments to be made by the Debtors under any order (including any "First Day" order) shall be subject to the terms and conditions of this Interim Order.

36. No Modification of Interim Order. The Debtors irrevocably waive any right to seek any amendment, modification or extension of this Interim Order without the prior written consent of the Prepetition Agent, and no such consent shall be implied by any other action, inaction or acquiescence of the Prepetition Agent. In the event any or all of the provisions of this Interim Order are hereafter modified, amended or vacated by a subsequent order of this Court or any other court, such modification, amendment or vacatur shall not affect the validity, perfection, priority, allowability, enforceability or non-avoidability of any advances, payments or use of cash whether previously or hereunder, or lien, claim or priority authorized or created hereby.

Any liens or claims granted to the Prepetition Agent and the Prepetition Lenders hereunder arising prior to the effective date of any such modification, amendment or vacatur of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges and benefits granted herein.

37. Survival. The provisions of this Interim Order and any actions taken pursuant hereto shall survive entry of any order which may be entered: (a) confirming any other plan of reorganization in any of the Cases; (b) converting any of the Cases to a case under chapter 7 of the Bankruptcy Code; (c) dismissing any of the Cases or any Successor Cases; or (d) pursuant to which this Court abstains from hearing any of the Cases or Successor Cases. The terms and provisions of this Interim Order, including the claims, liens, security interests and other protections granted to the Prepetition Agent and Prepetition Lenders pursuant to this Interim Order, notwithstanding the entry of any such order, shall continue in the Cases, in any Successor Cases, or following dismissal of the Cases or any Successor Cases, and shall maintain their priority as provided by this Interim Order until all Prepetition Obligations have been indefeasibly paid in full in cash, notwithstanding the expiration of the Interim Period or any earlier termination of the Debtors' authorization to use Cash Collateral.

38. Final Hearing. The Final Hearing to consider entry of the Final Order is scheduled for [____________], 2018 at __:_0 _.m. (Central Time) before the Honorable Tony M. Davis, United States Bankruptcy Judge, Courtroom #_ at the United States Bankruptcy Court for the Western District of Texas, __________ Division, ________________________________, Texas _____. On or before August __, 2018, the Debtors shall serve, by United States mail, first-class postage prepaid, notice of the entry of this Interim Order and of the Final Hearing (the "Final Hearing Notice"), together with a copy of this

Interim Order, on the parties having been given notice of the Interim Hearing, and to any other party that has filed a request for notices with this Court and to any Statutory Committee if the same has been appointed, or counsel to any Statutory Committee, if the same shall have been appointed. The Final Hearing Notice shall state that any party in interest objecting to the relief requested in the Motion on a final basis shall file written objections with the Clerk of the Court no later than on ______________, 2018 at 4:00 p.m. (Central Time), which objections shall be served so as to be received on or before such date by: (a) Dykema Cox Smith, 112 E. Pecan Street, Suite 1800, San Antonio, Texas 78205, Attention Deborah D. Williamson, Esq. and Patrick L. Huffstickler, Esq., attorneys for the Debtors; (b) Haynes and Boone, LLP, 1221 McKinney Street, Suite 2100, Houston, Texas 77010, Attention: Charles A Beckham, Jr., Esq. and Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, Texas 75219, Attention: Matthew T. Ferris, Esq., attorneys for the Prepetition Agent, and (c) the Office of the U.S. Trustee, 615 E. Houston Street, Suite 533, San Antonio, Texas 78205, Attention: Jim Rose, Esq.

39. Limitation of Liability. In permitting the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Interim Order, the Prepetition Agent and the Prepetition Lenders shall not be deemed to be in control of the operations of any of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of any of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Interim Order shall in any way be construed or interpreted to impose or allow the imposition upon the Prepetition Agent or the Prepetition Lenders any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors and their affiliates (as

defined in section 101(2) of the Bankruptcy Code).

40. Effect of this Interim Order. This Interim Order shall take effect and be enforceable *nunc pro tunc* to the Petition Date immediately upon entry thereof.

41. Retention of Jurisdiction. The Court has and will retain jurisdiction to enforce this Interim Order according to its terms.

END OF ORDER # #

Exhibit "A"

Red Fork
Simplified Cash Projections

Please note figures are on a cash basis and will differ from accounting basis	Aug-18 Estimate	Sep-18 Estimate	Oct-18 Estimate	Nov-18 Estimate	Dec-18 Estimate	Previous 6 Month Average
Beginning Cash Balance (incl. Operational Carve-Out)	$10,000	-	-	-	-	
RF Revenue (Actual Cash Received Net of Production Taxes)						
Crude Revenue	$115,543	$104,694	$184,463	$178,730	$181,402	$169,273
Gas Revenue	$44,767	$68,958	$66,291	$64,016	$65,191	$54,811
Total Revenue	**$160,310**	**$173,652**	**$250,754**	**$242,746**	**$246,592**	**$224,084**
RF Expenses						
LOE (incl. cash portion of SWD expense)	($125,000)	($256,912)	($368,655)	($256,399)	($256,142)	($216,205)
Workover	-	($96,498)	($60,165)	($40,165)	($40,165)	($82,677)
P&A	-	($15,000)	($30,000)	($15,000)	-	-
Taxes	-	-	-	-	-	-
OCC Payments / Undeveloped Leasehold / Other	-	-	-	-	-	($4,425)
Operating Expenses	**($125,000)**	**($368,411)**	**($458,820)**	**($311,564)**	**($296,307)**	**($303,307)**
EastOK Net Cash Flow from Pipeline Sales Less Taxes	-	-	-	-	-	$8,914
EastOK Cash Portion of SWD Income	-	-	-	-	-	$30,574
EastOK LOE / Workover	-	-	-	($95,933)	-	($81,990)
G&A						
Trey Resources	-	($50,000)	($50,000)	-	-	($91,578)
Other G&A	($12,500)	-	($10,000)	-	-	($37,889)
Total G&A	**($12,500)**	**($50,000)**	**($60,000)**	**-**	**-**	**($129,467)**
Restructuring Expenses						
Dykema	-	($60,000)	($60,000)	($60,000)	-	-
H&B	-	($40,000)	($40,000)	($40,000)	-	-
Utilities Deposit	($41,902)	-	-	-	-	-
Funding into Operational Carve-Out	($150,000)	-	-	-	-	-
Guggenheim Interest	-	-	-	-	-	($15,777)
Extraordinary Items	-	-	-	-	-	$27,892
Net Cash Flow Before Funding	**($169,092)**	**($344,759)**	**($368,066)**	**($264,750)**	**($49,715)**	**($239,076)**
Guggenheim Funding	$159,092	$344,759	$368,066	$264,750	$49,715	$178,833
Ending Cash Balance	-	-	-	-	-	
Operational Carve-Out Fund	**$150,000**	**$150,000**	**$150,000**	**$150,000**	**$150,000**	

Actual Net Production Sold for the Month (Cash is received ~2 months later)	**Aug-18 Estimate**	**Sep-18 Estimate**	**Oct-18 Estimate**	**Nov-18 Estimate**	**Dec-18 Estimate**	**Previous 6 Month Average**
Oil	3,058	2,963	3,007	2,913	2,957	2,862
Gas	30,726	29,671	30,216	29,179	29,714	26,458
Boe	8,178	7,908	8,043	7,776	7,909	7,272
Boepd	264	264	259	259	255	240
% Oil	37%	37%	37%	37%	37%	39%